APPENDIX A.

FINDING OF FACTS AND OPINION OF TRIAL JUDGES.[11]

Joseph Rubinstein is charged with unprofessional conduct involving moral turpitude, and with misconduct in office involving moral turpitude.

In Specification No. 1, the Committee charges that for a long period of time he maintained an organization that engaged in soliciting professional employment in violation of Rule 28 of the Supreme Court. That he had associated with him one Milton Rubinstein and that he maintained an office and telephone connection at 5525 Woodland Avenue, Cleveland, Ohio, where contacts were made for the purpose of soliciting professional employment for Joseph Rubinstein; that he employed solicitors and informers, whose duty it was to report accidents. That the solicitors promised to pay living expenses, doctor bills and other expenses and advance money to prospective clients solicited, where the same was needed; that solicitors represented to prospective clients that they had the names and addresses of witnesses to the accidents or that some friend of the party involved in the accident, or friend of the family had sent them to make the solicitation. Further charges that he employed one Dr. Paul R. Siegel to examine and

[11] The first portion of this opinion deals solely with Seymour A. Terrell and therefore is omitted from this Appendix.

treat clients involved in accident cases and that he was unknown to the patient prior to the time of the accident.

A Bill of Particulars was filed naming as runners and touters, Milton Rubinstein, Charles Astikian, Jack Gibbons, alias Jack Barrett; "Sandy," last name unknown; "Rice" first name unknown; and other persons unknown to the Committee. In item four of the Bill of Particulars the Committee has charged that the respondent did on or about the time mentioned solicit professional employment from persons set forth in the Specifications attached, marked Exhibit "A" and made a part of the Specification 1. This Exhibit names fifty-six persons solicited together with the approximate date of solicitation.

In specification No. 2 it is charged that he misappropriated money in the Steve Martin matter.

Specification No. 3 charges that Joseph Rubinstein testified falsely before Judge Fred H. Wolf that he did not solicit professional employment and did not maintain an organization for that purpose.

Joseph Rubinstein graduated from a night law school and was admitted to the Bar in 1926 since which time he has been engaged in the practice of law at Cleveland, maintaining an office in the Public Square Building and an office in connection with a hardware store operated by his brother Milton, at 5525 Woodland Avenue, Cleveland, Ohio. He is unmarried, resides with his father and mother, his brother Milton and one or two unmarried sisters. He is the sole support of the family, excepting a small amount of income occasionally earned

by the father and it is significant that he testified that Milton does not contribute to the family's support.

Prior to engaging in the practice of law, he, in connection with his brother Milton and other members of the family, were engaged in the hardware business; at one time operating three stores. Two of the stores were disposed of and later a corporation organized under the name of "Milton Hardware Company" in which Joseph Rubinstein had stock, but Milton has succeeded to Joseph's interest in the hardware store, in which he claims to have no interest at the present time.

He was reprimanded in December 1930 for ambulance chasing.

Evidence was offered in support of the charges and specifications covering some thirty separate cases since February 3, 1934, in which either the party injured or some member of the family or the parent, where the injured party was a child, involved in an automobile accident and appeared, sometimes on the day of the accident, usually the next day or within a day or two, either Milton Rubinstein, Charles Astikian, Charles Rubinstein, Jack Gibbons, alias Jack Barrett, "Sandy," last name unknown to the party solicited, "Rice" whose first name was unknown to the party solicited, and other persons whose names were unknown and not ascertained by the party solicited; invariably the party making the contact would state that they had the name of a witness to the accident or had a friend who saw the accident or that they had been sent to make solicitation by a friend of the party involved in the accident. The solicitor would impress upon the party solicited the importance of employing

counsel immediately for the purpose of procuring from the police department a report of the accident, apprising the party that they were representing the firm of Rubinstein and Rubinstein and that this firm had a reputation and ability to secure larger sums of money in accident cases than other lawyers, that if they were in need of money for doctor bills or support or otherwise, Rubinsteins would furnish the money and furnish doctor, that if Rubinsteins were employed they would accept the case on a 33 1/3% or 40% or 50% basis and pay expenses. The representation to pay expenses was made in a large majority of the cases investigated, more than thirty of those mentioned in Bill of Particulars. In most cases the solicitors succeeded in having a contract of employment signed. If unsuccessful, the party solicited was prevailed on to go to the Rubinstein offices at 5525 Woodland Avenue and there meet Joe Rubinstein, Charles Rubinstein, if Milton was not the solicitor, then Milton Rubinstein. Other times they were taken to Joseph Rubinstein's office in the Public Square Building. In all cases where Joseph Rubinstein was not present when the initial contract was signed, clients were advised to visit Joseph Rubinstein's office, sometimes were taken there by Milton, other times by Charles and other times by Dr. Siegel, and there the original contract was destroyed and Joseph Rubinstein had the client sign a new contract in which no mention was made of the payment of expenses.

Dr. Siegel appeared at the home of injured parties without the request of the client, without knowledge or former acquaintance and examined

and treated the client; Dr. Siegel treated the white patients and other doctors employed by Joseph Rubinstein treated colored patients in most cases. Dr. Siegel submitted to Joseph Rubinstein at the end of each month a bill for his services in treating patients. This bill was paid by Joseph Rubinstein at the law office, notwithstanding the fact that no settlement had been made or no recovery had been had in the case. However, if the case was settled, or recovery had, the amount of the doctor bill and other expenses advanced by Joseph Rubinstein was deducted from the client's share of the settlement or recovery.

Joseph Rubinstein had full knowledge that Milton Rubinstein and Charles Astikian had procured contracts for professional employment of Joseph Rubinstein and yet he contents himself by saying that he had such knowledge but that some customer of Milton was the one that made the first contact.

The testimony discloses that the parties involved in the accident did not know any of these parties and had no knowledge of any contact except the contact through the Rubinstein or one of the parties named in the Specifications, who claimed to represent the Rubinsteins and Joseph accepted all these employments without questioning the method used in procuring the contract. It is significant that more than seven hundred cases were involved in a little over two years and that from ninety to ninety-five per cent of the same were personal injury cases. He attempts to explain that the payment of expenses, advancing money, employing physicians was an act of charity and was from the goodness of his heart, rather than any selfish

motives. To aid the unfortunate in the time of distress and want is commended but to aid or promise to aid for the purpose of procuring a signature to a contract for professional employment is reprehensible business. They appeared at the hospitals immediately after the accident, they followed the patient home immediately after temporary treatment; they appeared in the home in the night-time and in the early morning. When they were unsuccessful they brought in neighbors and friends and other clients to use their influence with the unfortunate. They invaded the home when members of the family lay corpse, victims of the accident and notwithstanding the pleadings of the parents or members of the family to be left alone, give them time to think, give them time to bury their dead, they persuaded and succeeded in having contracts signed. The extent of Joseph Rubinstein's operations in taking contingent fee contracts caused him to have his own forms printed (Ex. F). This printed form read in part as follows:

"The said Second Party does hereby assign and set over to said First Party an undivided one half interest in said claim and whatever amount may be received thereon, as security for the payment of his fee for services."

JOSEPH RUBINSTEIN,
By .....
.....
.....

It is the unanimous opinion of this Court that Joseph Rubinstein was the moving spirit in perfecting an organization which in fact solicited pro-

fessional employment in violation of Rule 28 and while he testifies that he did not pay his brother Charles or Milton or Charles Astikian, the fact, if it be a fact, that Joe did not pay these men money, his brother Milton was a member of his household and Joseph was supporting him, for the reason that testimony discloses that the hardware business was not a paying business and no profit was derived therefrom. Charles Astikian testified that he did receive pay from Joseph Rubinstein but Joseph Rubinstein says that he sent client patients to Astikian while in return Astikian brought to him clients, but never did he investigate or inquire from the client the manner in which the client's contract was procured for Joseph Rubinstein.

Under Specification No. 1 the Court find Joseph Rubinstein is guilty.

Specification No. 2 charges that Joseph Rubinstein appropriated to his own use $100.00 belonging to Steve Martin. On this he is found to be not guilty and this Specification is dismissed.

Specification No. 3 charges that Joseph Rubinstein testified falsely before Judge Fred H. Wolf by stating that he did not maintain an organization to solicit business and solicit professional employment for himself or on behalf of Rubinstein and Rubinstein. Under Specification No. 3, the Court finds that he is guilty.

In determining the penalty to be imposed it is incumbent upon the Court to keep in mind that on a former occasion Joseph Rubinstein was reprimanded in this Court for soliciting professional employment. That he has openly and flagrantly violated Rule 28 over a long period of time and

neither in his testimony before Judge Wolf, making the preliminary investigation, nor in his testimony, covering practically one day in the hearing of this cause, is there the slightest evidence of any intention on his part to desist from the course of conduct charged in the first Specification and on which we have found him guilty. In fact he justifies upon a pretense that he is ignorant of the methods used; that he is kind to the unfortunate, and he justifies on the ground that there is a race between the solicitors of legal business and the adjusters of the insurance companies; and that the means justifies the end.

He was represented by eminent counsel and yet in closing argument they concede that the evidence discloses that there had been solicitation. Joseph Rubinstein should not have testified under oath that since 1930 he has not solicited cases nor accepted cases that were solicited.

Charles Rubinstein is a brother of Joseph and Milton Rubinstein. Charles is about thirty-one years of age, he attended the Cleveland Public Schools and attended a night law school four years but did not graduate therefrom. He first took the Bar Examination in July 1931 and failed; took the Bar Examination for the second time in December, 1931 and failed; took the Bar Examination for the third time in July, 1932 and failed; took the Bar Examination for the fourth time in December, 1932 and passed. He was admitted to the practice of law February 10, 1933.

During the years 1925, 1926, 1927 and 1928 he was engaged in the business of selling criminal bonds, "a bail bond salesman," as he termed it.

Since February 10, 1933, he has been employed by his brother Joseph, has engaged in the practice of law, mostly in the Police Court, and has acted as a clerk, without pay, in the hardware store managed by his brother Milton. Charles opens the hardware store in the mornings, waits on customers at times and works in the hardware store every Saturday until ten o'clock at night.

Charles Rubinstein is charged with unprofessional conduct in office involving moral turpitude, and with conduct in office involving moral turpitude. Specification No. 1 claims that for a long period of time he and others acting in concert with him violated Rule 28 of the Supreme Court of Ohio and did solicit professional employment in violation of said Rule and did engage in the practice of what is commonly known and referred to as "ambulance chasing" and that he perfected an organization therefor; that he did obtain professional employment by offering to individuals having claims, by reason of injuries received in accidents, their care, living expenses and payment of hospital and doctor bills incurred as a result of said accidents prior to and in advance of any adjustment of said claims or the trial of causes arising therefrom; that he did employ and use agents, runners and touters to solicit personal injury cases for him or for the firm of Rubinstein and Rubinstein; that he did represent to persons having claims for personal injuries arising out of accidents that he or the firm of Rubinstein and Rubinstein had the names and addresses of persons who witnessed the accident and that he or the firm of Rubinstein and Rubinstein would obtain greater sums of money

for the claim than could any other lawyers; and that he adopted and followed a course of conduct of obtaining a large number of personal injury claims and adjusting the same quickly, irrespective of their value, for the purpose of enriching himself and the firm of Rubinstein and Rubinstein.

In Specification No. 2 it is charged that on or about October 14, 1938, he did state under oath in a judicial proceedings in the Court of Common Pleas of Cuyahoga County, presided over by Judge Fred H. Wolf, that he, Charles Rubinstein, had never solicited professional employment; whereas in truth and in fact he had, on numerous occasions, either on behalf of himself or the firm of Rubinstein and Rubinstein solicited professional employment, all of which statements, it is charged, were material matters in said judicial proceedings.

The Bill of Particulars filed herein specifically names thirteen different persons from whom it is charged he did solicit business and said Bill of Particulars sets forth the date of each such solicitation.

A copy of the Charges and Specifications were served upon respondent Charles Rubinstein, as provided by law. During the trial fifteen disinterested witnesses positively testified that Charles Rubinstein had personally solicited nine of the thirteen cases set forth in Exhibit A of the Bill of Particulars. Many of the witnesses identified Charles Rubinstein in the Court Room. Their identification was sure and certain and their testimony convincing. There is no doubt that Charles Rubinstein did personally solicit nine of the thirteen claims set forth in Exhibit A of the Bill of Par-

ticulars and that such solicitations occurred on or about the dates set forth in said Exhibit A and all occurred prior to October 14, 1938. The evidence is clear and convincing and this Court must and does find that Charles Rubinstein is guilty under Specification No. 1.

Evidence of the solicitation of professional employment by Charles Rubinstein prior to October 14, 1938, having been clearly and convincingly established, it follows that his statement under oath on October 14, 1938, in a judicial proceedings in the Court of Common Pleas of Cuyahoga County, Ohio, presided over by Judge Fred H. Wolf, that he had never solicited professional employment, was false and untrue. Having in mind the nature of said proceedings it is quite evident that said statement was a material matter therein and that Charles Rubinstein is guilty under Specification No. 2.

The evidence clearly shows that respondent, Charles Rubinstein, has consistently violated Rule 28 of the Supreme Court of Ohio during the four years last past and that he made it a general and usual practice; there is not one word of regret from Charles Rubinstein for his past unethical acts or a promise of more ethical conduct in the future. Upon his oath, he denies it all.

Before the adoption of Rule 28, the Supreme Court of Ohio, *In re Thatcher*, 80 O. S. 492, at page 654, said:

> Hence, whenever it is made to appear to the court that an attorney is no longer worthy of the trust and confidence of the public and of the courts, it becomes not only the right but the duty

of the court which made him one of its officers and gave him the privilege of ministering within its bar, to withdraw the privilege. Therefore it is almost universally held that both the admission and the disbarment of attorneys are judicial acts; and that one is admitted to the bar and exercises his functions as an attorney not as a matter of right, but as a privilege conditioned on his own good behavior and the exercise of a just and sound judicial discretion by the court.

The Supreme Court of Ohio adopted Rule 28 to correct an evil. The purpose of the rule was not to criticise soliciting, but to end it, and by disbarment if necessary. This Court of Common Pleas heretofore reprimanded Joseph Rubinstein. It will not again merely reprimand him.

Neither does the court indulge the hope that a reprimand will cause Charles Rubinstein to stop soliciting. He and his brothers have engaged in it as a business for many years. His testimony in the trial also indicates that a mistake was made in admitting him to the bar.

Punishment is not the purpose for proceedings of this character. Their sole object is to protect the public and the courts in the proper administration of justice. Accordingly Joseph Rubinstein and Charles Rubinstein are disbarred.